

Location #272
5055 Sahara Ave.
Las Vegas, NV

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made as of May 1, 1994, by and between CIRCUIT CITY STORES, INC., a Virginia corporation ("Assignor"); and CIRCUIT CITY STORES WEST COAST, INC., a California corporation ("Assignee").

RECITALS:

A. Assignor is the lessee under that certain lease or sublease described in Exhibit A attached hereto (as now or hereafter amended, "the Lease") for the premises described in the Lease (the "Leased Premises").

B. Assignee is a wholly-owned subsidiary of Assignor.

C. Assignor desires to assign its right, title and interest in the Lease to Assignee, and Assignee desires to accept such assignment and assume the performance of all of Assignor's obligations under the Lease on the terms set forth herein.

AGREEMENTS:

NOW, THEREFORE, it is mutually agreed among the parties as follows:

1. As of the date hereof, Assignor assigns, transfers, sells and conveys to Assignee (a) all of Assignor's right, title, interest and estate in and to the Lease and (b) all of Assignor's other rights, title and interest with respect to the Leased

Premises, including without limitation, all licenses, rights, permits, warranties and entitlements applicable to the Leased Premises.

2. As of the date hereof, Assignee accepts said assignment and expressly assumes the payment and performance of all of Assignor's obligations under the Lease arising from and after the date hereof.

3. Notwithstanding anything to the contrary contained herein, Assignor shall not be released from the performance of the lessee's obligations under the Lease, and Assignor shall remain primarily liable for said performance, including without limitation, the payment of all rent and the performance of all of the lessee's other obligations throughout the remainder of the term of the Lease.

4. Assignor warrants that it has good and marketable leasehold title to, and lawful possession of, the Leased Premises pursuant to the Lease. Assignor shall indemnify, defend and hold harmless Assignee from and against any loss, damage, claim, cost or expense (including reasonable attorneys' fees and litigation expenses) incurred or suffered by, or asserted against, Assignee as a result of a breach by Assignor of the foregoing warranty of title contained herein.

5. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

WITNESS the following signatures.

ASSIGNOR:

CIRCUIT CITY STORES, INC.

By: P. Grinn

Title: Treasurer

ASSIGNEE:

CIRCUIT CITY STORES WEST
COAST, INC.

By: P. Grinn

Title: Treasurer + CFO

EXHIBIT A

The lease dated December 16, 1988 for the following premises between Lepercq Corp. Income Fund II, L.P. and Circuit City Stores, Inc. as now or hereafter amended:

Location #272
5055 Sahara Avenue
Las Vegas, NV

Circuit City Stores, Inc.



17 Willow Lawn Drive
Richmond, VA 23230
804-287-6881

Benjamin B. Cummings, Jr.
Assistant Vice President
Real Estate

JUL 13 1990

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LAS VEGAS, NV SS (SAHARA)
LePerca Corp. Income Fund II
c/o LePerca Capital Partners
355 Lexington Avenue
11th Floor
New York, New York 10017

Dear Landlord:

On July 16, 1990, Circuit City Stores, Inc. is moving its corporate headquarters from 2040 Thalbro Street to:

9950 Mayland Drive
Richmond, Virginia 23233

Let this serve as notice, per our lease agreement, that all legal notices should be forwarded to the attention of Corporate Secretary at the above address, with a copy to Vice President of Real Estate. Correspondence, invoices, etc. should be mailed to the attention of Property Management.

The new phone number is (804)527-4000.

Please attached this notice to the lease for the captioned premises.

Sincerely,

B. Cummings, Jr.

Benjamin B. Cummings, Jr.

BBC, Jr./sal

rec'd certified:

7-17-90

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